1 2 3 4 5 6 7 8 9 UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON 10 AT SEATTLE 11 NO. 2:11-cv-02080 WASHINGTON RESEARCH 12 FOUNDATION, a Washington Corporation, Plaintiff, **NOTICE OF DISMISSAL** 13 vs. 14 SHARP CORPORATION, a Japanese 15 Corporation; and SHARP ELECTRONICS CORPORATION, a New York Corporation, 16 Defendants. 17 18 19 Washington Research Foundation ("WRF") is pleased to inform the Court that it has 20 concluded a settlement and license agreement with NXP Semiconductors N.V. and its 21 subsidiaries ("NXP") that effectively resolves this litigation (hereafter "the License 22 Agreement"). 23 24 25 NOTICE OF DISMISSAL - 1

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The License Agreement allows all defendants named in this suit to make, use, sell and offer for sale products incorporating allegedly infringing chipsets manufactured or sold by NXP. More specifically, the License Agreement allows third parties, including the defendants named in this suit, to make, use, sell and offer for sale products incorporating GSM chipsets made by NXP.

As a result, all allegations that were the basis for the action herein are effectively resolved by the License Agreement, and no defendant has filed an answer. Accordingly, WRF hereby dismisses this suit under Fed.R.Civ.Pro. 41(a)(1)(A)(i). However, in view of the need for WRF to expressly reserve other infringement claims against all potential infringers (including potentially these same defendants) that use other unlicensed and infringing chipsets not covered by the License Agreement, WRF dismisses this action with prejudice solely as to all of WRF's claims against each Defendant to the full extent of the licenses, covenants, and releases granted in the License Agreement. WRF reserves all other infringement claims not covered by the licenses, covenants and releases granted in the License Agreement.

Dated: February 13, 2012

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## VICTORIA GRUVER CURTIN, P.L.C.

## By:/s/ Victoria Curtin

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